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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Received

JUL 26 2000

US ATTORNEY
N.D. OKLAHOMA

FILED

JUL 28 2000

TIMOTHY R. WALBRIDGE, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

IN RE:)	
HULL, STEPHEN LLOYD,)	
HULL, RHONDA LANE,)	Case No. 98-04922-R
Debtors,)	Chapter 7
)	
STEPHEN LLOYD HULL,)	
Plaintiff,)	
)	
v.)	Adversary Proceeding
)	No. 00-0031-R
United States of America, ex rel. U.S.)	
Department of Education)	
Defendant,)	

CONSENT JUDGMENT

This is a bankruptcy adversary matter wherein the Plaintiff Stephen Lloyd Hull (hereinafter the "Plaintiff" or "Hull") filed a "Complaint To Determine Dischargeability Of Debt" on February 10, 2000, seeking to discharge his student loans which are held by the defendant United States Department of Education (hereinafter "United States"), pursuant to 11 U.S.C. 523 (a)(8) on the basis of undue hardship. The United States filed its "Answer And Counterclaim Of The United States" on April 5, 2000 stating that it holds two (2) student loans for the Plaintiff and opposing the Plaintiff's allegations and demanding proof of the same.

A settlement conference was held on July 18, 2000 before the Honorable Adjunct Settlement Judge Terry Thomas. The Plaintiff was present and represented by attorney F. Eugene Hough and the Defendant United States was represented by Assistant United States Attorney, Phil Pinnell. At the conclusion of the settlement conference the Plaintiff and his counsel and counsel for the United States signed a

handwritten settlement agreement.

Upon review of the handwritten settlement agreement, this Consent Judgment which has been approved as to form and content by the signatory parties below and the court file, the court makes the following findings of fact and orders.

The Court finds that this court has jurisdiction over the parties and subject matter of this litigation and that venue is proper;

The Court further finds that the Plaintiff Hull filed for protection under Chapter 7 of the United States Bankruptcy Code on November 25, 1998 and that his bankruptcy was discharged on March 9, 1999;

The Court further finds that on or about January 22, 1998, the Plaintiff entered, executed and delivered his Guaranteed Student Loan (GSL) to secure a student loan in the amount of \$2,625.00 (Student Loan 1). The Plaintiff has defaulted on his obligation on Student Loan 1. The Plaintiff is indebted to the United States in the amount of \$2,410.91 as of March 29, 2000 on Student Loan 1;

The Court further finds that on or about January 22, 1998, the Plaintiff entered, executed and delivered his Supplemental Loan for Students (SLS) to secure a student loan in the amount of \$2,500.00 (Student Loan 2). The Plaintiff has defaulted on his obligation on Student Loan 2. The Plaintiff is indebted to the United States in the amount of \$2,840.20 as of March 29, 2000 on Student Loan 2;

The Court further finds that there is a factual basis for finding that it would be an undue hardship, pursuant to 11 U.S.C. §523 (a)(8), for the Plaintiff to repay Student Loan 2 and that it would not be an undue hardship for the Plaintiff to repay

Student Loan 1;

The Court further finds that the settlement agreement reached by the parties and attached and incorporated by reference into this Consent Judgment as "Exhibit A" is a fair and just resolution of this matter; is an enforceable agreement between the parties; and, should be approved;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Student Loan 2 with a balance of \$2,840.20 as of March 29, 2000 is hereby discharged in this bankruptcy on the basis of undue hardship pursuant to 11 U.S.C §523 (a)(8);

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Student Loan 1 is non-dischargeable in bankruptcy;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that JUDGMENT is entered in favor of the United States against the Plaintiff on Student Loan 1 in the amount of \$2,410.91 as of March 29, 2000 that the debt will be repaid pursuant to the terms of the settlement agreement executed July 18 and that, in the event the Plaintiff does not repay the debt pursuant to the terms of the settlement agreement, the United States may use all legal remedies available to collect the same;

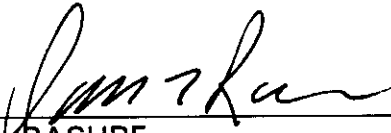
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the settlement agreement is approved by this court;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the United States may file a judgment lien against the Plaintiff;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties will each pay their own attorneys fees, costs and expenses associated with this litigation; and,


IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this adversary case
is concluded.

IT IS SO ORDERED ON July 28, 2000.



DANA L. RASURE
UNITED STATES BANKRUPTCY JUDGE

CONSENT JUDGMENT
APPROVED AS TO FORM AND CONTENT:



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Attorneys for the Defendant

Adv NO. 00-0031-R

- 1) 2 educational loans involved
- 2) one with larger balance to be discharged
- 3) smaller one ^{with a 3-29-00 Bkt. of \$240.91} to be paid as follows:
~~And adjudged non-dischargeable~~

36 mos (a) \$78.00 per month

with an option
to pay lump sum
payoff figure of

\$1750.00 within 45
days

- AND adjudged non-dischargeable.
- 4) parties to submit agreed findings, conclusions,
and judgment.

7/18/2000

1 Court -
Phil Pinnell
Stephen L. Hull